

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																																
CONVEYING PARTY DATA																																																																	
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PROPERTY NUMBERS Total: 4																																																																	

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TRADEMARK
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Property Type	Number	Word Mark
Registration Number:	3848280	IES
Registration Number:	1760417	IES
Serial Number:	85963169	IES RENEWABLE ENERGY
Serial Number:	85970693	WE POWER PROGRESS

CORRESPONDENCE DATA

Fax Number: 2029555564

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: kimberly.hoover@hklaw.com

Correspondent Name: Kimberly Hoover

Address Line 1: 800 17th Street NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	135592-2
NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant
Signature:	/Kimberly Hoover/
Date:	02/25/2014

Total Attachments: 24

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of August 9, 2012, is made by and between INTEGRATED ELECTRICAL SERVICES, INC., a Delaware corporation; IES COMMERCIAL & INDUSTRIAL, LLC, a Delaware limited liability company; IES COMMERCIAL, INC., a Delaware corporation; IES MANAGEMENT, LP, a Texas limited partnership; IES MANAGEMENT ROO, LP, a Texas limited partnership; IES PURCHASING & MATERIALS, INC., a Delaware corporation; IES RESIDENTIAL, INC., a Delaware corporation; and INTEGRATED ELECTRICAL FINANCE, INC., a Delaware corporation (referred to herein collectively as, the "Borrowers" and each individually, jointly and severally, a "Borrower"), IES OPERATIONS GROUP, INC., a Delaware corporation, ICS HOLDINGS LLC, an Arizona limited liability company, KEY ELECTRICAL SUPPLY, INC., IES CONSOLIDATION, LLC, IES PROPERTIES, INC., IES SHARED SERVICES, INC., AND IES TANGIBLE PROPERTIES, INC. (each a "Guarantor", and collectively, the "Guarantors"; together with Borrowers, referred to herein collectively as, "Companies" and each individually, jointly and severally, a "Company"), and Wells Fargo Bank, National Association ("Wells Fargo").

Recitals

A. The Companies and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Companies.

B. As a condition to extending credit to or for the account of the Companies, Wells Fargo has required the execution and delivery of this Agreement by the Companies.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Companies' right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Companies' right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,

(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Companies hereby irrevocably pledge and assign to, and grant Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks (other than any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law. The Company authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this Agreement.

3. Representations, Warranties and Agreements. The Companies represent, warrant and agree as follows:

(a) **Existence; Authority**. The Companies are duly organized, validly existing and in good standing under the laws of their respective states of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Companies.

(b) **Patents**. Exhibit A accurately lists all Patents owned or controlled by the Companies as of the date hereof, or to which the Companies have a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo (such acceptance not to be unreasonably withheld) shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all state, United States and foreign Trademarks owned or controlled by the Companies as of the date hereof which have been registered by the Companies and accurately reflects the existence and status of such registered Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e.,

Trademarks for which there are no applications or registrations) which are not material to the Companies' or any Affiliate's business(es). If after the date hereof, any Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to that Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo (such acceptance not to be unreasonably withheld) shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, each Company owns or hold licenses in, all trademarks, trade names, copyrights, patents and licenses that are necessary to the conduct of its business as currently conducted. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then such Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to such Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Companies have good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Companies (i) will have, at the time any Company acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Companies will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Maintenance and Defense.** Each Company shall have the duty, with respect to Patents and Trademarks that is necessary in the conduct of its business, to protect and diligently enforce and defend at such Company's expense its Patents and Trademarks, including using commercially reasonable efforts to (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter, (D) to take all reasonable and necessary action to preserve and maintain all of such Company's Trademarks, Patents, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of such Company who were involved in the creation or development of such Patents and Trademarks to sign

agreements containing assignment to such Company of Patent and Trademark rights created or developed and obligations of confidentiality.

(h) [Intentionally Omitted]

(i) **Wells Fargo's Right to Take Action.** If any Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives such Company written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Companies shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, the Companies hereby irrevocably appoint (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of the Companies with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Companies, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Companies under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Companies hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement and all obligations of Wells Fargo to extend credit to the Companies thereunder have been terminated as provided therein and the indefeasible payment in full in cash and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. The Companies shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any

licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur and be continuing; or (b) the Companies shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, the Companies shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Companies under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights the Companies may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Companies and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by the Companies and delivered to Wells Fargo, and the Companies waive notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement signed by the Companies or of any financing statement authorized by the Companies shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held

unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures follow.]

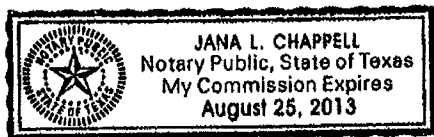
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

INTEGRATED ELECTRICAL
SERVICES, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Sr. Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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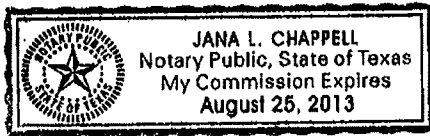
TRADEMARK
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IES COMMERCIAL & INDUSTRIAL, LLC

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Commercial & Industrial, LLC, a Delaware limited liability company, on behalf of the company.



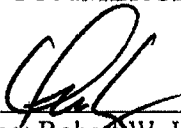
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Notary Public

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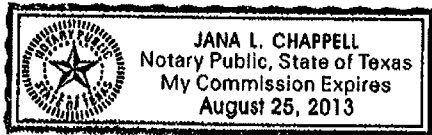
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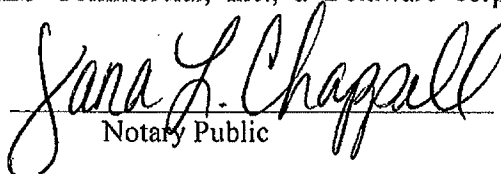
IES COMMERCIAL, INC.

By: 
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Commercial, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public

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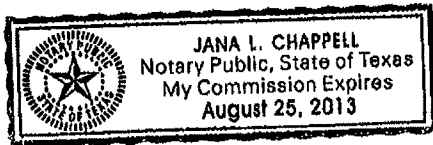
IES MANAGEMENT, LP

By: INTEGRATED ELECTRICAL
FINANCE, INC., its General Partner

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Management, LP, a Texas limited partnership, on behalf of the partnership.



[Signature: Jana L. Chappell]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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IES MANAGEMENT ROO, LP

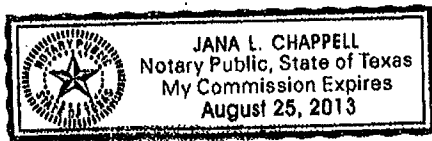
By: ICS HOLDINGS, LLC, its General Partner

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Management ROO, LP, a Texas limited partnership, on behalf of the partnership.



[Signature: Jana L. Chappell]
Notary Public

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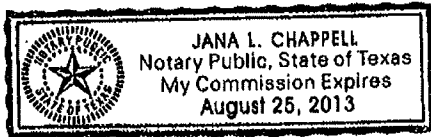
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IES PURCHASING & MATERIALS, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Purchasing & Materials, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

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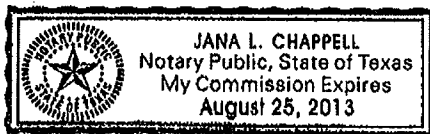
TRADEMARK
REEL: 005223 FRAME: 0407

IES RESIDENTIAL, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of IES Residential, Inc., a Delaware corporation, on behalf of the corporation.




[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005223 FRAME: 0408

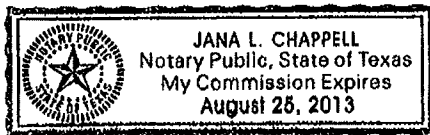
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INC.

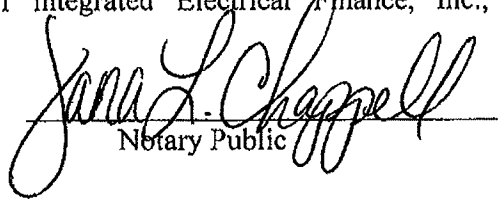
By: 
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Finance, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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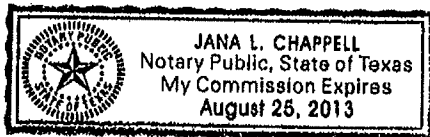
TRADEMARK
REEL: 005223 FRAME: 0409

ICS HOLDINGS LLC

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005223 FRAME: 0410

IES CONSOLIDATION, LLC

By: 

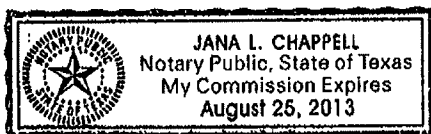
Name: Robert W. Lewey

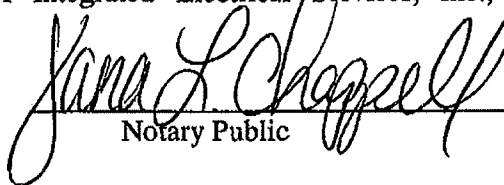
Title: Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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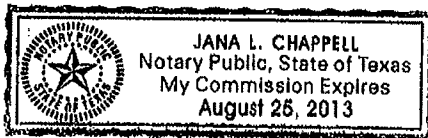
TRADEMARK
REEL: 005223 FRAME: 0411

IES OPERATIONS GROUP, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



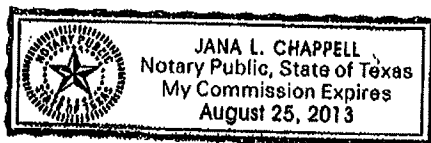
[Signature]
Notary Public

IES PROPERTIES, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

IES SHARED SERVICES, INC.

By: [Signature]

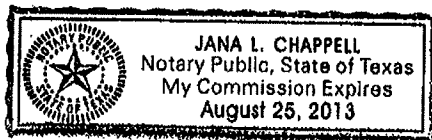
Name: Robert W. Lewey

Title: Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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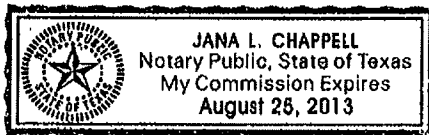
TRADEMARK
REEL: 005223 FRAME: 0414

IES TANGIBLE PROPERTIES, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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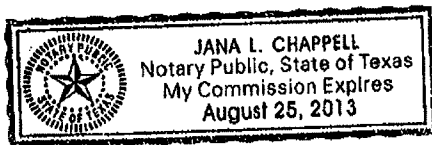
TRADEMARK
REEL: 005223 FRAME: 0415

KEY ELECTRIC SUPPLY, INC.

By: [Signature]
Name: Robert W. Lewey
Title: Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Robert W. Lewey, the Vice President of Integrated Electrical Services, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005223 FRAME: 0416

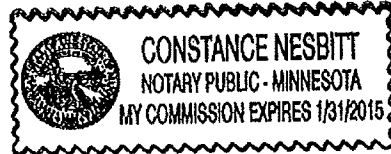
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: [Signature]
Name: Jill Fedoruk
Title: Vice President

STATE OF Minnesota)
COUNTY OF Seneca)

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Jill Fedoruk, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

[Signature]
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005223 FRAME: 0417


EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS AND REGISTRATIONS

Trademark	Registration Number	Registration Date	Expiration Date	Application/Serial Number	Application Date
IES (Stylized)	1097588 (Mexico)	04/24/09	11/11/18	0973562	11/11/08
IES (Stylized)	1113975 (Mexico)	08/07/09	11/11/18	0973573	11/11/08
IES (Stylized)	3848280	09/14/10	09/14/20	77/471494	05/12/08
IES	1760417	03/23/93	03/23/13	74/215145	10/22/91
IES RENEWABLE ENERGY & Design (Sun Logo) 	N/A	N/A	N/A	85/963,169	06/18/2013
WE POWER PROGRESS	N/A	N/A	N/A	85/970,693	06/26/2013

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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RECORDED: 02/25/2014

**TRADEMARK
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